

A G R E E M E N T

Between

TOWNSHIP OF HAMILTON

COUNTY OF ATLANTIC

And

**THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION
MAINLAND LOCAL #77
(SOA – LIEUTENANTS)**

January 1, 2011

Through

December 31, 2013

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AGREEMENT

THIS AGREEMENT, entered into this 19th day of December, 2011, by and between the TOWNSHIP OF HAMILTON, in Atlantic County, a Municipal Corporation of the State (herein referred to as the "Township"), and the NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, MAINLAND PBA LOCAL #77,(SOA - Lieutenants) (herein referred to as the "PBA" or the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I - PURPOSE

THIS AGREEMENT is entered into pursuant to the provisions of Chapter 303, Laws of 1968, as amended by Chapter 123, P.L. 1974 (NJ Rev. Stat. 34:13A-5.1 et. seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the Township and its employees; all in order that the public service shall be expedited and effectuated in the best interests of the citizens of the Township of Hamilton.

ARTICLE II - RECOGNITION

- A. The Township hereby recognizes the Association as the sole and exclusive collective negotiating agent and representative for all full-time Lieutenants employed by the Township of Hamilton Police Department.
- B. The title "Officer" or "Employee" shall be defined to include the plural as well as the singular and to include males as well as females, uniformed members and non-uniformed members assigned to plain clothes.

ARTICLE III – MANAGEMENT RIGHTS

- A. The Township of Hamilton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior to signing this Agreement, by the laws and Constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing, the following rights, subject to the requirements of NJSA 34:13A-1 et. seq.
1. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advanced notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, to promote, transfer, assign or retain employees in positions with the Township.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law, and subject to the grievance procedure.
 6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.
 7. The Township reserves the right with regard to all other conditions of

employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

ARTICLE IV – NON-DISCRIMINATION

- A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, disability or political affiliation.
- B. The Township and the Association agree that all police officers covered under this agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from such activity. There shall be no discrimination by the Township or Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE V – GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C.
 - 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, excluding performance evaluations.
 - 2. With respect to employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 1 herein.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP 1: The aggrieved or the Association shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Township, with the assistance of the Steward, in an informal manner through the chain of command. The aggrieved employee and the Steward shall start the grievance as high up in the chain of command as deemed

necessary to resolve the grievance within the department. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP 2: If no agreement can be reached orally within five (5) calendar days of the initial discussion, the employee or the Association may present the grievance in writing within fifteen (15) calendar days thereafter to the Chief of Police, or designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Chief of Police or his designee will acknowledge receipt of the grievance, by signing and dating the grievance, and answer the grievance in writing within fifteen (15) calendar days of the receipt of the written grievance.

STEP 3: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Township Administrator within ten (10) calendar days thereafter. The submission at this step shall contain all the documentation submitted at previous steps, including the Township's responses to the grievance at each step. The Township Administrator shall acknowledge receipt of the grievance by signing and dating the grievance, and respond to the grievance, in writing, within fifteen (15) calendar days of its submission. (In the event the Township Administrator cannot respond to a grievance, due to leave or the position being vacant, Step 3 will be bypassed.)

STEP 4: If the grievance is not settled through Steps 1, 2, or 3, the Association, if it deems the grievance to be meritorious, may submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within thirty (30) calendar days of the receipt of the response from the Township Administrator or his designee. The costs for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses,

including but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

- E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to them in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- F. Upon prior notice to and authorization of the Chief of Police, the designated Association representatives shall be permitted as members of the grievance committee to confer with the employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Township of Hamilton Police Department or require the recall of off-duty employees.
- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
- H. The Township and the Association agree that all disciplinary matters are grieveable and arbitrable (performance evaluations are not disciplinary matters).

ARTICLE VI – STRIKES

- A. Both parties recognize the desirability of the continuous and uninterrupted operations of the Police Department and the avoidance of dispute which threatens to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf cause, authorize, support, nor will any of its members take part in, any strike (i.e., concerted failure to report for duty, or willful absence from their position, stoppage of work or abstinence in whole or in part, from full, faithful, and proper performance of the employee's duties of employment) for any purpose whatsoever.
- B. The above is interpreted that: The Association may be held liable for damages in "wildcat" strikes, unless the Association immediately disavows the strike in writing and notifies the strikers to return to work.
- C. In the case of a strike, the Township may apply for an injunction against the Association.
- D. The Association agrees that any such strike is a breach of contract and that removes all impediments from and permits the Township to dismiss or otherwise discipline employees taking part in the breach of contract.

ARTICLE VII – STEWARD

- A. The Association shall appoint a Steward to act on behalf of the Association.
- B. The Steward, with prior notification to and approval of the Chief of Police, may be permitted time off from their regular working hours, without loss of pay, to attend negotiating sessions (with no time limitations) and one (1) regularly scheduled meeting of the Association per month, not to exceed four (4) hours per meeting.
- C. The Steward shall act on any grievance submitted by any employee.
- D. The Chief of Police, in his sole discretion, may grant the Steward additional time off without loss of pay to attend special or emergency meetings of the Association.
- E. An employee attending any meeting covered by this Article on their off-duty time shall do so voluntarily. The employee and the Association understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered “compensable hours” pursuant to the Fair Labor Standards Act.

ARTICLE VIII – BULLETIN BOARDS

- A. The Association shall have the use of the bulletin board located in the Police Department Headquarters for the posting of notices relating to meetings and official business of the Association only.
- B. Only material authorized by the signature of the Association President, Steward, or alternate shall be permitted to be posted on said bulletin board.
- C. The Township may have removed from the bulletin board any material which does not conform to the intent of the provisions of this Article.

ARTICLE IX – DUES CHECK-OFF/AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Chief Financial Officer, during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deductions for each employee, or an official notification on the letterhead of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check off authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Chief Financial Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment

Relations Commission.

- H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessment, of the Association, less the cost of benefits financed through the dues available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- I. The sum representing the fair share shall not reflect the costs of financial support of the political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- J. Prior to January 1st and July 31st of each year, the Association, if there is a change in the cost of membership, shall provide advanced written notice to the Township and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Township or employee requesting same.
- K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- L. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that the employee has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members of the Association, and this Agreement has been executed by the Township after it has satisfied itself that the Association is a proper majority representative.

ARTICLE X – POLICE OFFICER’S RIGHTS

- A. Elected representatives of the Association shall be permitted time off from their regularly scheduled working hours to attend negotiating sessions between the Township and the Association and grievance sessions between the Township and the Association.
- B. An employee shall be made aware of any complaints or charges concerning them, which may result in disciplinary action. An employee must receive a copy of any disciplinary charges against them within the time required by NJSA 40A:14-145. An employee shall not be compelled to make any verbal or written statement until they have consulted an attorney and/or the Association.
- C. An employee shall not be suspended nor suffer any loss in benefits until after the employee has had a departmental hearing and has been found guilty, except in cases of a severe nature when the Chief of Police deems that suspension of a member is an immediate necessity for the safety of the public.
- D. The Steward, on behalf of the employee with written approval of the employee, may review any reports pertaining to the actions taken against said employee. The employee suspended shall be given a hearing and, if found guilty, shall have the right to appeal their suspension through the grievance procedure.

ARTICLE XI – LEGAL REPRESENTATION

- A. The Township will provide, at its expense, an attorney from the approved list to be used pursuant to NJSA 40A:14-155. The officer shall select an attorney from this list.
- B. Said list shall be approved by the Governing Body and maintained by the Chief of Police and the Township Administrator.
- C. In the event an attorney whose name does not appear on the approved list is requested by an employee, they shall be entitled to utilize said attorney so long as the Township Committee or its designee verifies that the attorney's fee and associated costs are the same or substantially similar to the fees of the attorneys on the approved list.

ARTICLE XII – LEAVE FOR PBA MEETINGS

- A. Up to two (2) members of the Association Executive Board shall be granted leave from duty, without loss of pay, not to exceed four (4) hours per meeting, not to exceed twelve (12) meetings per year, to attend regularly scheduled meetings of the State and Local Association and Executive Board meetings when such employee gives at least forty-eight (48) hours' notice to the Chief of Police.
- B. An employee attending any meeting covered by this Article on their off-duty time shall do so voluntarily. The employee and the Association understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act.

ARTICLE XIII – PERSONNEL FILES

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the Chief of Police, Township Administrator, and/or Governing Body only.
- B. Upon advance notice and at reasonable times, any member of the Police Department may at any time review their personnel file. However, this appointment for review must be made through the Chief of Police or their designee.
- C. Whenever a written complaint concerning an employee or their actions is to be placed in their personnel file, a copy shall be made available to them and they shall be given the opportunity to rebut it if they so desire and they shall be permitted to place said rebuttal in their file.
- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

ARTICLE XIV – HOURS OF WORK AND OVERTIME

- A. The scheduled workweek for all employees covered by this Agreement shall be a forty (40) hour workweek, totaling 2,080 hours per year plus up to two (2) hours per week which will not be scheduled but utilized for pre- and post-shift transition duties.
- B. A day pursuant to this Agreement shall be considered a day off regardless of the number of hours required per shift.
- C. The Chief shall post a work schedule at least forty-five (45) days in advance and will only alter such schedule during emergencies or other unanticipated events. Schedule changes with less than forty-five (45) days' notice must be mutually agreed upon by the officer and the Chief.
- D. Schedule adjustments or "flex-time" is permitted subject to prior approval of the Chief.
- E. Overtime shall consist of all hours worked in excess of the employee's regularly scheduled workday or regularly scheduled workweek. The extra two (2) hours per week for pre- and post-transition duties are not to be considered as extra time worked for overtime purposes.
- F. Overtime shall be defined to include all hours spent on emergencies, all court appearances required on behalf of the Township, and any other extra duty activities where the employee's attendance is required by the Township.
- G. If an employee is recalled to active duty, including court, they shall receive a minimum of two (2) hours of overtime pay, so long as said recall is not contiguous with the employee's regular work shift. The Chief reserves the right to assign duty to the employee for the full two (2) hours.
- H. Overtime shall be compensated by dividing an employee's base salary by 2080 hours x 1.5.
- I. No employee shall have their regular workweek schedule or regular day off schedule altered for the purpose of avoiding payment of overtime.

J. If an officer is assigned by the Chief to be in an “on-call” or the “duty officer” status for an entire calendar month, he/she shall receive five (5) hours of straight-time pay or compensatory time at the officer’s option. Only one (1) officer shall be “on-call” at any one time.

ARTICLE XV – DINNER BREAK

- A. Employees will be permitted one (1) thirty (30) -minute dinner break during each tour of duty.
- B. It is further agreed that employees may take one (1) ten- (10) minute break during each four (4) hours of duty.
- C. The Association recognizes that all employees are on call for duty during their break time.

ARTICLE XVI – SALARIES

- A. The following annual base salaries shall be paid to all bargaining unit employees commencing on the date of mutual contract acceptance:

| Classification | (0%) 1/1/2011- 12/31/2011 Base Salary | (0%) 1/1/2012- 12/31/2012 Base Salary | (0%) 1/1/2013- 2/28/2013 Base Salary | (2%) 3/1/2013- 12/31/2013 Base Salary |
|----------------|--|--|---|--|
| Lieutenant | \$103,393 | \$103,393 | \$103,393 | \$105,461 |

- B. The Township agrees to establish direct deposit of pay to an employee's bank upon the request of the employee.

ARTICLE XVII – ANNIVERSARY DATE

A. For the purpose of this agreement, all annual adjustments applicable to this Agreement shall be measured from the anniversary date of the employee's date of employment rather than on a calendar year basis.

ARTICLE XVIII – VACATIONS

- A. All employees shall be entitled to the following paid vacation according to the following vacation schedule:

| <u>Years of Service</u> | <u>Vacation Days</u> |
|--|----------------------|
| Beginning the 10 th through 14 th Year | 20 days per year |
| Beginning the 15 th through 19 th Year | 22 days per year |
| Beginning the 20 th Year | 25 days per year |

- B. It is the intent of this Article to assure personnel covered by this Agreement that they shall receive the maximum amount of actual vacation days to which they are entitled. Days on which they are normally scheduled to work shall be the days they are given off. Days on which they are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation, except as provided in Article XX, Holidays, Section D. Members will not be recalled to duty while on vacation except in extreme emergencies declared by the Chief of Police.
- C. Accrued vacation leave shall be compensated for when the employee becomes separated, either voluntarily or involuntarily, from the Township's service unless the employee terminates service without giving fourteen (14) days' notice to the Chief of Police. For the purpose of this Section, vacation leave will be accrued on a pro-rated monthly basis.
- D. Vacations may be accumulated to a maximum of one (1) year's entitlement, and the total accumulated vacation leave that may be carried from one year to the next shall not exceed one (1) year's entitlement. Any vacation leave carried into the succeeding year shall be considered the first vacation days used.
- E. In the month of January, it will be the responsibility of the Chief of Police to post a notice listing the unused vacation accumulated from previous years, along with the vacation

days due from the current year.

- F. Employees may apply to the Chief of Police to receive a special advance pay when going on vacation of ten (10) days or more with twenty-one (21) days' prior notification.
- G. Employees will be able to take their vacations any time during the year. Vacations shall be picked on a seniority basis and must be submitted thirty (30) days in advance of the start of vacation for vacations of five (5) consecutive works days or more. Final approval of all vacations and vacation schedules shall be at the sole discretion of the Chief of Police. The Chief of Police shall have the flexibility to grant vacations with less than thirty (30) days' notice so long as manpower permits and no overtime situation is created. Seventy-two (72) hours' notice shall be required for a vacation request of less than five (5) consecutive vacation days.

ARTICLE XIX – PERSONAL DAYS

- A. All employees shall enjoy three (3) personal days per year for personal, business, household or family matters.
- B. Request for a personal day must be submitted at least three (3) days in advance. Personal days may be granted without three (3) days' advance notice by the Chief of Police or designee for an unforeseen occurrence.

ARTICLE XX – SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, illness in the immediate family, accident or exposure to contagious disease.
- B. The term "immediate family" is hereby defined to include the following: spouse, child, step-child, grandparent, grandchild, parent, brother, sister, or spouse's parent, or any relative living in the employee's household.
- C. An employee who is absent for reasons that entitle them to sick leave shall notify their supervisor promptly, but not later than one (1) hour before the employee's usual reporting time.
- D. Sick leave shall accrue for regular full-time employees at the rate of fifteen (15) working days per year in every calendar year of employment, and any unused days shall accumulate from year to year.
- E. A certificate of a medical physician in attendance may be required as proof of need of the employee's leave after three (3) consecutive days' sick leave.
- F. In cases of leaves of absence ordered by the Township's physician and/or the County Board of Health due to exposure to contagious disease, a certificate from the Township's physician and/or the County Board of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.
- G. In the month of January, it will be the responsibility of the Chief of Police to post a statement listing the amount of sick days unused during the year and the total accumulated days unused during an employee's total years of service for each employee.
- H. When an employee reports for work and is forced, because of illness, to leave work after working at least two (2) hours, the maximum deduction from the employee's sick leave will be one-half (1/2) day.

- I. 1. An employee who retires after January 1, 2003 (or their beneficiary) shall be reimbursed for accrued and unused sick leave at a rate of one (1) day's pay for every two (2) days accrued, computed upon the employee's base rate of pay at the time of retirement, up to a maximum of fifteen thousand (\$15,000) dollars.
 2. In order for the employee to be eligible for the benefits enumerated above, the employee must have completed twenty-five (25) years of pensionable service with at least fifteen (15) years of employment with the Township and be eligible for retirement under the New Jersey Police and Firemen's Retirement System. An employee retiring under the New Jersey Police and Firemen's Retirement System due to disability incurred in the line of duty or death in the line of duty shall be eligible for the benefits enumerated above without any minimum years of service with the Township. Payment shall be made within one (1) year from the date of notice.
 3. The accumulated sick days may not be used so that the employee will be on an inactive status or "terminal leave" prior to the effective date of retirement. This is different from the appropriate use of doctor authorized sick leave.
- J. If an employee has at least thirty (30) or more accrued sick days, he/she may sell back up to a maximum of six (6) sick days at the end of the year.

ARTICLE XXI – INJURY LEAVE

- A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, the employee will be entitled to injury leave with full pay from the Township for a period of one (1) year following the date of injury or onset of illness, in addition to any sick leave benefits otherwise provided herein.

2. If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, they shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or new injury.
- B. 1. When an employee is granted either “conditional injury leave” or “injury leave”, The Township’s sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability or other payment received from other sources provided by the Township. At the Township’s option, the employee shall either surrender and deliver any payments received from Workers Compensation to the Township and receive their entire salary payment, or the Township shall pay the difference.
- C. 1. Any employee who is injured, whether slight or severe when working, must make an immediate report as soon as possible to the Chief of Police or immediate supervisor.

2. Any employee, while engaged in their official duties, who becomes injured, comes in contact with any substance, animal or insect known to be harmful, contagious or contaminating or comes into physical contact with any person who is known to carry a contagious or infectious disease or where the employee comes into contact with body

fluids of any person or animal, shall immediately report the incident to their immediate supervisor.

- D. It is understood that the employee must file an injury report, when physically able, with the Chief of Police or his designee so that the Township may file the appropriate Workers' Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.
- E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- G. In the event the Township-appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township-appointed physician. Then the Township and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XXII – DISABILITY INSURANCE

- A. The Township agrees to enter into a program to provide Temporary Disability Insurance under the Disability Insurance Service of the New Jersey Department of Labor.
- B. This program shall provide, in accordance with State guidelines, a maximum of twenty-six (26) weeks of coverage. All costs of this program shall be allocated in accordance with State guidelines for program administration.

ARTICLE XXIII – FUNERAL LEAVE

- A. In the event of the death of the employee's mother, father, spouse or child, the employee shall be allowed to utilize five (5) days as funeral leave, which must be taken within fifteen (15) days of the death and need not be consecutive in nature.
- B. In the event of the death in the remainder of the employee's immediate family, the employee shall be allowed to utilize three (3) days as funeral leave, which must be taken within fifteen (15) days of the death and need not be consecutive in nature.
- C. The term "immediate family" shall be defined to include the following: grandparents, grantparents-in-law, son/daughter-in-law, grandchild, brother, sister, spouse's parent, or any relative living in the employee's household.
- D. The Chief of Police and/or the Township Administrator or designee will grant the employee one (1) sick leave day for the death of any other member of the employee's family.

ARTICLE XXIV – HOSPITALIZATION INSURANCE

- A. The Township shall continue to provide health insurance under the New Jersey State Health Benefits Program (SHBP), subject to all provisions outlined in this Article; including but not limited to the employee contributions outlined in Section B of this Article.
- B. Employees shall be required to continue contributing to the costs of the Health Insurance Plan, as is mandated by law, including P.L. 2011, Chapter 78 and which shall replace and not be in addition to any other contribution. Such payments shall be withheld in equal installments throughout the year from an employee's paychecks. The Township shall maintain its Section 125 Plan so the contributions may be "pre-tax".
- C. The Township shall provide employees with the eye/dental/prescription coverage now under municipal contract.
- D. The Township shall have the right to change insurance carriers, including self-insurance, so long as the Association is given prior notice of the change, and so long as similar or substantially equivalent benefits are provided. The Association agrees that, should the Township consider changing insurance plans and/or carriers, the Township shall notify the Association of the possible change and the Association agrees to meet with the Township to discuss such possible changes.

ARTICLE XXV – COLLEGE INCENTIVE PROGRAM

A. The Township and the Association agree that the amount and quality of an employee's education often enhances the value of the employee's contribution and the degree of proficiency with which the employee performs their duties. In order to provide an incentive to encourage the employee to achieve the advantages of higher education, the Township agrees that any employee who receives a degree from an accredited school of higher learning in the field of law enforcement or other job-related field, be compensated according to the following schedule:

| | |
|--------------------|------------|
| Associates' Degree | \$ 675.00 |
| Bachelors' Degree | \$1,575.00 |
| Masters' degree | \$2,500.00 |

B. Compensation, as enumerated in Section A of this Article, shall be paid in a lump sum in the first pay in December and the employee's base salary shall be adjusted to include same for computation of their hourly rate and added to, and included in the base salary for pension purposes.

C. The Township shall offset the costs to employees seeking college degrees in law enforcement or another job-related field while off-duty, in accordance with the following schedule:

1. Students achieving a letter grade of "A" shall be reimbursed seventy-five (75%) percent of the tuition, books and fees.
2. Students achieving a letter grade of "B" shall be reimbursed sixty-five (65%) percent of the tuition, books and fees.
3. Students achieving a letter grade of "C" shall be reimbursed fifty (50%) percent of the tuition, books and fees.
4. Students achieving a letter grade of "D" or below shall not be reimbursed.
5. Employees shall be limited to a \$3,500.00 "cap" per year per employee.

D. Employees undertaking courses for which they expect to receive reimbursement

from the Township must indicate, in writing, the number of courses to be taken. This must be submitted to the Chief of Police prior to course attendance. No prior approval is required for employees to attend college courses. The submission required under this action is to permit the adequate budgeting of funds to cover reimbursements under this program.

ARTICLE XXVI –EVALUATIONS

- A. Any employee receiving an evaluation which he/she feels is factually inaccurate may appeal said evaluation to the Township Administrator to address the factual inaccuracy.

ARTICLE XXVII – COMPENSATORY TIME

- A. Employees shall be allowed to earn compensatory time at a rate of one and one-half (1 ½) per hour of overtime worked.
- B. Employees shall not be permitted to accrue in excess of one hundred (100) hours of compensatory time at any given time.
- C. Compensatory time earned can be taken at any time by the employee, provided that the Chief of Police or his designee is notified at least seventy-two (72) hours in advance, and said approval shall not affect the manpower needs of the Department or create the need for overtime payments.
- D. Upon notification of retirement, an employee may either utilize all such compensatory time or, at the employee's option, be paid for all such time at the time of retirement.
- E. Compensatory time shall not be given for schools or courses which cause the employee to "work" a schedule other than outlined in Article XIV unless said course is required by the Township, County or State.
- F. When overtime is worked, the decision as to whether an employee receives overtime pay or accrues compensatory time will be at the sole discretion of the Chief of Police.

ARTICLE XXVIII – OUTSIDE EMPLOYMENT

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.
- B. It is understood that the full-time employees will consider their position with the Township as their primary job. Any outside employment must not interfere with the employee's efficiency in their position with the Township and must not constitute a conflict of interest.
- C. No employee planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation Township uniform, unless authorized by the Chief of Police.
- D. Employees shall notify the Chief of Police in writing prior to engaging in any outside employment. Said notification shall include the name, address and telephone number of the outside employer; type of work to be performed; and the employee's general work schedule for the outside employer.

ARTICLE XXIX – JURY DUTY LEAVE

- A. A regular full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between their daily base rate of pay and the daily jury fee, subject to the following conditions:
 1. The employee must notify the Chief of Police or designee immediately upon receipt of a summons for jury service;
 2. The employee has not voluntarily sought jury service;
 3. The employee is not attending jury duty during vacation and/or other time off from Township employment; and
 4. The employee submits adequate proof of the time served on the duty and the amount received for such service.
- B. If an employee is scheduled to work a shift contiguous with their jury duty, they shall be reassigned to the day shift for the duration of their jury duty.

ARTICLE XXX – SAVINGS CLAUSE

- A. In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable State or Civil Service law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.
- B. In the event that any provision of this Agreement conflicts with any Township Ordinance, the terms of the provisions of this Agreement shall supersede the Ordinance to the extent of such conflict or inconsistency.

ARTICLE XXXI – FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

ARTICLE XXXII – DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effective January 1, 2011 and shall continue in effect until midnight, December 31, 2013.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- C. The parties agree that negotiations for a successor agreement and modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred twenty (120) days prior to the date on which this collective bargaining agreement is to expire. At least three (3) negotiating sessions must take place before either party can file for Interest Arbitration with the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the 19th of December, 2011.

ATTEST:

TOWNSHIP OF HAMILTON

JOAN I ANDERSON, RMC,
TOWNSHIP CLERK

AMY L. GATTO, MAYOR

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION
LOCAL NO. 77

RAYMOND THERIAULT
PBA PRESIDENT

PAUL SORRENTINO
PBA/SOA SHOP STEWARD